

HERE'S A MESS.

Judge Blake Renders a Decision Which Will Be of More Than Passing Interest.

A Woman Not a Person in the Eyes of the Law Unless Made so by Legislation.

According to the Judge She Can Not Be a Notary Public or a Bond Deputy Constable.

In the district court yesterday morning Judge Blake delivered an opinion, which, aside from the questions involved, was of serious importance. The question decided, and to which the decision has particular reference, is that a female cannot act as a deputy constable, but the language of the decision would logically and inferentially lead to the conclusion that a female cannot in any official capacity unless expressly authorized so to do by legislative enactment. In the light of this decision the question arises, notarial commissions being issued to women in this territory, whether or not their acts are a nullity. This question was not determined in the case decided, but the language of Judge Blake is expressive enough to warrant such a conclusion. The decision rendered is as follows:

In the matter of the garnishment proceedings arising in the case of Mrs. Mary Ellen Malloy, vs. John Malloy. This was an action brought in the justice's court, and judgment was obtained in favor of Mrs. Malloy. The garnishment proceedings were then taken against Mrs. Malloy, and the Northern Pacific Railroad company was garnished. It appears that an order had been given by Mrs. Malloy to pay a certain sum of money to the railroad company, and that the company had paid the same. The question was whether the company was bound to pay the same to Mrs. Malloy, or whether it was bound to pay the same to the justice's court.

The court held that the company was bound to pay the same to Mrs. Malloy, and that the justice's court was not bound to pay the same to the company. The court also held that the company was not bound to pay the same to the justice's court, and that the justice's court was not bound to pay the same to the company. The court also held that the company was not bound to pay the same to the justice's court, and that the justice's court was not bound to pay the same to the company.

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THE NEW ELECTION LAW.

New Precincts Named and Registrars and Judges Appointed.

The county commissioners have been busy for several days fixing up registration districts, naming the registrars and fixing the polling places under the new law known as the Australian system of voting. The law requires a large increase in the number of judges and consequently will prove a much greater expense to the county. It was found necessary to divide Helena into fourteen precincts, as the law requires that there shall be a voting precinct for every 400 votes or more.

Marvillville is also divided into precincts, which make a total of nine in the county, requiring 141 judges of election. There are five judges each in the Helena precincts, ten in Marvillville, five in East Helena, five in Kessler and three each in the outlying precincts, which remain the same as last year.

There are ten registration precincts in the county, the law fixing the limit at twenty. The commissioners used their judgment in setting out the number, divided as follows: First, second and third wards of Helena, Unionville and Park.

Second—Fourth, fifth and seventh wards of Helena, Unionville and Park. Third—Kessler's sixth ward of Helena and the precincts of Kessler. Fourth—East Helena, French Bar and Spokane; place of registration, East Helena.

Fifth—Rimoli and Little Jennie mine; place of registration, Rimoli. Sixth—Marvillville, Gloster, Empire and St. Paul; place of registration, Marvillville. Seventh—Jay Gould, Canyon Creek and St. Paul; place of registration, Jay Gould.

Eighth—Mitchell, Cartersville, Craig and French Bar; place of registration, Cartersville. Ninth—Logan, Dearborn and French Bar; place of registration, Dearborn. Tenth—Augusta and Dearborn Canyon; place of registration, Augusta.

It appears that the law in Helena will be left to the registrars, who will receive twenty-five cents per capita. The law also provides that the registrars will be entitled to receive from the railroad company the cost of the election, which will be paid by the county. The judges of election and registrars have all been named.

The court house was without water for a portion of the day yesterday. The water supply was cut off by the fire department, who were fighting a fire in the city. The water was restored this morning.

The cemetery committee will meet at the court house tomorrow morning to consider the proposed plan for the cemetery. The committee will also consider the proposed plan for the cemetery.

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LAND CONTESTS.

Case Involving Two Homestead Entries Being Heard in Helena.

The Helena Land office had two contested cases up for hearing yesterday. One was George L. Murray vs. Phineas Francis, involving the ownership of a homestead claim situated at Cold Springs, near Boulder. Murray claims that he is the owner of the land, while Francis claims that he is the owner of the land.

The other case was F. W. Ellis vs. John Scannell, involving the ownership of a homestead claim situated at Cold Springs, near Boulder. Ellis claims that he is the owner of the land, while Scannell claims that he is the owner of the land.

The court heard the cases and rendered its decision. The court found in favor of Murray and Ellis, and ordered that they be declared the owners of the land.

The court also heard the case of F. W. Ellis vs. John Scannell, and rendered its decision. The court found in favor of Ellis, and ordered that he be declared the owner of the land.

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ORGANIZED THIEVES.

A Gang on the Missouri River Who Are Snatching the Property of Travelers.

A good gang of thieves are giving residents along the Missouri river a good deal of trouble. On Wednesday a theft occurred at Wolf creek, and Thursday night a party of thieves, who were known as the "Hole-in-the-Wall" gang, came in from there last evening and reports that they had stolen a large quantity of provisions from Jurgens & Price, of Helena, which were stored in their store. Thursday morning a quantity of canned goods, a ham and other articles were being missing, they were taken through a window, the place of the theft. The thieves were seen by the storekeeper, who called out to them, but they did not stop. They were seen to get into a boat on the river, and take their stolen goods with them.

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Matheson & Steele,

129 1/2 North Main Street.

\$450 for a good level lot in Eastern addition, 42x100. Terms, \$20 down, balance in a year.

\$550 for a corner lot in Eastern addition, 42x100. Terms, \$20 down, balance in a year.

\$275 for lot in Broadwater addition, 42x100. Terms, \$20 down, balance in a year.

\$425 for lot in Broadwater addition, 42x100. Terms, \$20 down, balance in a year.

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WANT COLUMN.

J. W. MERRILL.

\$13 per foot for corner in Broadwater addition, 42x100. Terms, \$20 down, balance in a year.

\$10 to \$20 per foot for residence lots on lot 10 in lot in Central addition, 42x100. Terms, \$20 down, balance in a year.

\$200 for lots in Helena addition, 42x100. Terms, \$20 down, balance in a year.

\$450 for lot in Northern Pacific No. 1, 42x100. Terms, \$20 down, balance in a year.

\$625 for lot corner Montana avenue and Davis street, 42x100. Terms, \$20 down, balance in a year.

\$550 for lot in Broadwater addition, 42x100. Terms, \$20 down, balance in a year.

\$5000 for a 12-room brick house, 114 Howe street, 42x100. Terms, \$20 down, balance in a year.

\$6000 for a 10-room brick house, No. 645 Dearborn, 42x100. Terms, \$20 down, balance in a year.

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Porter, Muth & Cox,

REAL ESTATE,

Gold Block.

CHOICE residence lots in Hauser addition, 42x100. Terms, \$20 down, balance in a year.

BARGAINS in Syndicate addition, 42x100. Terms, \$20 down, balance in a year.

BLOCKS of five acres adjoining the University, on easy terms, 42x100. Terms, \$20 down, balance in a year.

SEVERAL desirable residences very cheap, 42x100. Terms, \$20 down, balance in a year.

8-ROOM house for rent, in good location, \$35 per month, 42x100. Terms, \$20 down, balance in a year.

FINE opportunity will be offered for a few days to enter a syndicate buying a very cheap piece of acre, property 42x100. Terms, \$20 down, balance in a year.

For Sale.

FOR SALE—A good piece of land well improved, Adams & J. B. this office.

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Sands Bros.

GRAND DISPLAY

In Misses' Lawn Tennis Blouses!

Children's and Misses' Dresses, IMPORTED FROM BERLIN, GERY

These goods are our own exclusive patterns, being made expressly for our trade. They are elegantly trimmed, entirely new and uncommon, and we are going to sell them at prices that will insure a speedy sale. Ladies who are in need of anything in the line of Children's wear will do well to call on us before purchasing elsewhere. We will be pleased to show our goods whether you wish to buy or not.

FINE opportunity will be offered for a few days to enter a syndicate buying a very cheap piece of acre, property 42x100. Terms, \$20 down, balance in a year.

For Sale.

FOR SALE—A good piece of land well improved, Adams & J. B. this office.